

PLATFORM TERMS OF USE

This page (together with the documents referred to on it) sets out the terms and conditions ("**Terms**") on which you may make use of the website at <https://www.swiftbee.co.uk/> (the "**Website**") and the mobile application (together the "**Platform**"), and the information, content, features and services provided through the Platform (together, the "**Services**").

Please read these Terms carefully before you continue to use the Platform or the Services.

By using the Platform and/or the Services, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please do not use the Platform or the Services.

These Terms apply to visitors to the Platform as well as to Registered Users (as defined below). However, if you are a visitor (and not a Registered User), you will only be able to access those parts of the Platform which we make publicly available.

Please note that neither Apple, Inc. or Google LLC is a sponsor of the Platform, or involved in any of the Services in any manner.

1. Information About Us

The Platform is owned and operated by SwiftBee Ltd, incorporated and registered in the England and Wales under registration number 13381145, whose registered office is at 124 City Road, London, EC1V 2NX ("**we**", "**us**", "**our**" or "**SwiftBee**").

2. Definitions

2.1 The following definitions shall apply in these Terms:

"Intellectual Property Rights" means patents, rights in inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Registered User" means any person that has created an account on the Platform; and

"Third Party Sites" means websites, applications, platforms or other software operated by third parties.

3. Purpose of the Platform

3.1 The Platform allows Registered Users to access on-demand delivery services for building supplies whether acting as a customer (purchasing the services and building supplies); a merchant (supplying the building supplies); or as a SwiftBee delivery driver (delivering the building supplies to customers).

4. Additional Terms

- 4.1 The ways in which you can use the Platform may also be controlled by, if you have downloaded the App from the Apple, Google or any other third party App Store, the applicable App Store rules and policies (the "**App Store Rules**") and the App Store Rules will apply, to the extent applicable to the download of the App from the App Store, instead of these Terms where there are differences between the two.
- 4.2 In addition to these Terms of Use, the following terms and privacy policy shall apply to you:
- (a) SwiftBee's Privacy Policy; and
 - (b) if you are a Registered User and you:
 - (i) are a customer that purchases building supplies on the Platform, the customer terms and conditions;
 - (ii) are a merchant that provides building supplies for customers' purchase on the Platform, the merchant terms and conditions; or
 - (iii) are a driver that delivers building supplies purchased on the Platform, the driver terms and conditions.

5. Accessing the Platform and the Services

- 5.1 Access to the Platform is permitted on a temporary basis, and we reserve the right to add, change, modify, suspend or discontinue any part of the Platform and/or the Services at any time and without notice. We will not be liable if, for any reason, the Platform or any of the Services are unavailable at any time or for any period.
- 5.2 We take all reasonable steps to ensure that the information on the Platform is correct. However, we do not guarantee the correctness or completeness of material on the Platform.
- 5.3 Whilst we take reasonable steps to ensure the smooth functioning of the Platform, we do not guarantee that it will be error free.

6. Updates to the Platform and changes to the Services

- 6.1 From time to time, we may automatically update the Platform and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Platform for these reasons.
- 6.2 If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the Platform or the Services.
- 6.3 We shall use reasonable endeavours to ensure the Platform is available 24 hours per day and 7 days per week. However, you accept that there will be times when the Platform is unavailable due to scheduled or unscheduled maintenance work being carried out on the Platform.

7. Acceptable Use

- 7.1 You may use Platform and the Services for lawful purposes only. You must not (nor attempt to):
- (a) use the Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform, the Services or any operating system;
 - (b) infringe our Intellectual Property Rights or those of any third party in relation to your use of the Platform or the Services (to the extent that such use is not licensed by these Terms);
 - (c) upload or transmit any material that is defamatory, offensive, threatening, abusive, amounts to an invasion of another's privacy or otherwise objectionable in relation to your use of the Platform or the Services;
 - (d) use the Platform or the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
 - (e) collect or harvest any information or data from the Services or our systems or attempt to decipher any transmissions to or from the servers running the Services;
 - (f) use the Platform to provide services to third parties;
 - (g) attempt to obtain, or assist third parties in obtaining, access to the Platform; and
 - (h) use the Platform or the Services for any purpose except for the purposes of these Terms.

8. Suspension and Termination

- 8.1 Failure to comply with paragraph 7 (Acceptable Use) in these Terms constitutes a material breach of these Terms, and may result in our taking all or any of the following actions:
- (a) removal of any content uploaded or transmitted by you;
 - (b) immediate, temporary or permanent withdrawal of your right to use the Services;
 - (c) issuing of a warning to you;
 - (d) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
 - (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

- 8.2 The actions described in clause 8.1 are not limited, and we may take any other action we reasonably deem appropriate.

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights in the Platform (including, but not limited to, the SwiftBee name and logo, design, text, artwork, graphics, videos, images, interfaces and other media) and the Services throughout the world belong to us (or our licensors), and these rights are licensed (not sold) to you. You have no Intellectual Property Rights in, or to, the Platform or the Service other than the right to use them in accordance with these Terms.
- 9.2 You may not copy, reproduce, republish, distribute, download, post, broadcast, transmit, make available to the public, or otherwise use any content on the Platform in any way except for your own use.
- 9.3 Except as permitted by applicable law that cannot be excluded by agreement between the parties, you agree that you are not permitted to:
- (a) rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or the Services in any form, in whole or in part to any person without prior written consent from us;
 - (b) copy, reproduce, distribute, display or modify the Platform or the Services,;
or
 - (c) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform or the Services nor attempt to do any such things.

10. We are not responsible for Third Party Sites you link to

- 10.1 The Platform or any Service may contain links to other independent Third Party Sites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).
- 10.2 You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

11. Our Liability

- 11.1 We have taken every care in the preparation of the Platform and the Services. However, we cannot be responsible, and are not liable, for any technical problems you may experience with the Platform or any of the Services.
- 11.2 To the fullest extent permitted by law, we exclude all liability (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) for any loss or damage which you or any third party may incur in connection with the Platform, the Services, and any website linked to the Platform and any materials posted on it. This does not affect:
- (a) our liability for death or personal injury arising from our negligence or the negligence of our employees, agents or subcontractors;

- (b) our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter; or
- (c) any other liability which cannot be excluded or limited under applicable law.

12. Other Terms

- 12.1 We may revise these Terms from time to time. You are expected to check this page to take notice of any changes we make, as they are binding on you.
- 12.2 Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.3 If either we or you have any right to enforce these Terms against the other, that right will not be lost even if the person who has the right delays enforcing it, or waives their right to enforce it in any instance.
- 12.4 Other than as set out in these Terms, these Terms are not intended to grant rights to anyone except you and SwiftBee, and in no event shall these Terms create any third party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of these Terms are not subject to the consent of any other person.

13. Which laws apply to this contract and where you may bring legal proceedings

These Terms (and any non-contractual disputes/claims arising out of or in connection with them) are governed by the law of England and Wales and you agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

14. Contact

If you have any queries or any concerns about material which appears on the Platform or any of the Services, you may contact SwiftBee by emailing us at support@swiftbee.co.uk.